TERMS AND CONDITIONS FOR USING THE ONLINE BANKING SERVICE
(NATURAL PERSONS)

Between:

1. BRANCH/AGENCY _____, for and on behalf of ALPHA BANK ROMANIA S.A. headquartered in Bucharest, 237B Calea Dorobanţilor, sector 1, registered with the Trade Registry under no. J/40/28415/1993, sole code of registration 5062063. represented by _____ and _____, hereinafter referred to as "BANK"

and

2. _____, holder of ID series _____ no. _____ issued by _____ on _____, CNP _____, domiciled in the locality _____, St. _____, no._____, Bl. _____,floor ____, Ap._____, Sector/Country _____,postal code_____, hereinafter referred to as "CUSTOMER" this agreement has been concluded today _____ under the following conditions:

Art.1. Defined terms:

BANK ALPHA BANK ROMANIA S.A., headquartered in Bucharest, 237B Calea Dorobanţilor, sector 1, registered with the Trade Registry under no. J/40/28415/1993, sole code of registration 5062063.
INTERNET - international network of computers connected to public networks (phone lines, satellites and/or radio) whereby messages can be sent or received.
ONLINE BANKING SERVICE hereinafter referred to as **OBS** - service made available by the BANK, through Internet Banking application (Alpha Click) and/or Mobile Banking (Alpha Bank RO), in order to enable its customers to perform transactions accepted by the BANK, to check the situation of their accounts and of the carried out operations, using the INTERNET as a means of communication. By any reference to Online Banking Service (OBS) means a reference to Internet Banking Service (IBS) and Mobile Banking Service (MBS) or each of these.
CUSTOMER SUPPORT SERVICE - service made available by the BANK for its customers in order to enable them to signal to the BANK's personnel the occurrence of different incidents while using **OBS** and to refer to the solutions proposed for such incidents, using the INTERNET as a means of communication
INTERNET BANKING SERVICE (IBS) – the Online Banking Service (**OBS**) made available by the Alpha Bank Romania to its customers through the Internet Banking application (Alpha Click) in order to enable them to perform transactions accepted by the BANK by using a personal computer (PC).
MOBILE BANKING SERVICE (MBS) - the Online Banking Service (MBS) made available by the Alpha Bank Romania to its customers through the Mobile Banking application (Alpha Bank RO) in order to enable them to perform transactions accepted by the BANK by using a smartphone/tablet.
CUSTOMER - natural person having an account open with the BANK, beneficiary of **OBS**.
USER - CUSTOMER, as well as any person authorized by the CUSTOMER, with full rights, entitled to access **OBS** and to execute, under the limits of the granted mandate, operations in the name and on the CUSTOMER's account. All the given orders and instructions and all the operations made by the USERS through **OBS** are considered to be of the CUSTOMER's itself, as the CUSTOMER cannot oppose to the BANK the lack of its approval until the revocation of the USERS according to art. 4.7.
USER'S MANUAL - set of instructions to use **OBS**, that can be consulted by the CUSTOMER and USERS by accessing through Internet the BANK's web pages https://www.alphabank.ro and https://www.alphaclick.ro.
USER ID - the name assigned by the BANK to each USER for accessing the **OBS**.
OBS PASSWORD - a sole code, which used together with the USER ID, allows the access in **OBS**.

In order to access Alpha Click/ Alpha Bank RO, the password must meet the rules established by the BANK and communicated to the CUSTOMER/USERS through the application. The password is initially established by the BANK and changed by each USER at first logging on to the application.

SECURITY DEVICE – hardware (physical equipment) and software (application made available by the BANK that can be installed by the USER on his/hers personal smartphone/tablet) devices that generate security codes consisting of 6 digits available for a limited period of time, established by the BANK. The BANK allows CUSTOMERS to enroll a maximum number of 5 (five) devices per USER at the same time.

SECURITY CODE – additional password which allows CUSTOMERS/USERS to connect to the Internet Banking and Mobile Banking applications and perform transactions through OBS.

PIN - sole code, established by the BANK, consisting of 5 characters, which allows security devices enrollment.

ONLINE BANKING SERVICE CONTRACT (Contract) - The Online Banking Service Application together with the Terms and Conditions regarding the use of the Online Banking Service and the Bank's Commissions Tariff (Annex 1).

Art.2. Accessing OBS

2.1 To benefit of **OBS**, the CUSTOMER fills out, in two copies, the Contract for Online Banking Service made available by the BANK.

2.2 After the BANK approves the request, it provides the CUSTOMER/USERS, within maximum 7 business days, the following documents:

a) to the CUSTOMER, a copy of the Online Banking Service Contract approved by the BANK;

b) for each USER, a confidential envelope that shall contain:

- The USER ID assigned by the BANK to the USER;
- The OBS PASSWORD initially settled by the BANK for the USER;
- The PIN;
- The hardware SECURITY DEVICE in case the CUSTOMER chooses this kind of device.

c) Instructions for logging in to **OBS**;

d) Receipt confirmation form for the documents mentioned at points a), c).

2.3 The USERS shall be able to access the **OBS** only after signing the receipt confirmation form of the documents described at art.2.2 letter d).

2.4 In addition to Internet Banking Service (IBS), the CUSTOMER/USER can also choose to activate Mobile Banking Service (MBS) at the Bank's counters or through IBS or by accessing the Internet Banking (Alpha Click). The instructions for activate Mobile Banking Service (MBS) are provided in the USER's Manual.

2.5 CUSTOMER/USER can cease anytime at SMB, through a written request to the Bank and with a 15 days notice. In this case, this Contract shall remain in force and shall take effect only for IBS provision.

Art.3. Using OBS

3.1 The use of **OBS** through the Alpha Click (access made through PC) and Alpha Bank RO (access made through smartphone/tablet) is made by accessing in the Internet system the BANK's web page https://www.alphabank.ro.

3.2 The security elements necessary to the USER in order to access and use the Online Banking Service are the following:

a) USER ID

b) PASSWORD

c) SECURITY CODE

d) PIN

3.3 The CUSTOMER/USER undertakes to keep confidential all the security elements mentioned at point 3.2 as well as any other security element supplied by the BANK. Any deliberate or accidental disclosure (loss, theft, etc) is deemed to be made on the CUSTOMER/USER risk and responsibility. The CUSTOMER/USER shall immediately notify the BANK using the following contact data Tel. 08008 25742

/ 021 455 99 99 or email: suportib@alphabank.ro about any disclosure, loss, theft or any other fraudulent use of the security elements and the latter cuts off the supply of **OBS** until assignment of new security elements for the USER.

3.4 The CUSTOMER can cancel the SECURITY DEVICES that are no longer used to access **OBS** through deactivation in the Internet Banking application (Alpha Click).

3.5 The access of the USER who attempts to use **OBS** by entering an incorrect OBS PASSWORD or SECURITY CODE three times in a row shall be automatically blocked by the system. The USER'S **OBS** access may be reactivated only after calling the CUSTOMER SUPPORT SERVICE at the telephone numbers 08008 25742 / 021 455 99 99 and being identified specifying the data requested by the BANK. The BANK shall immediately notify the User about blocking its access by displaying a message on the **OBS** application's interface.

3.6 The BANK does not provide any support for the CUSTOMER/USER's hardware and software systems and is not held liable for the security of the CUSTOMER/USER'S computer system.

3.7 The BANK is not liable if the CUSTOMER cannot access **OBS** because of the connection defaults of the USERS equipment or out of the fault of the other natural or legal persons, others than the BANK, such as internet suppliers, mobile phone services suppliers, etc.

3.8 The BANK is not responsible for the loss and damages the CUSTOMER may incur as a result of ceasing the providing of **OBS** out of technical reasons. The BANK shall remedy the faults occurred in the **OBS** operation within 3 days as of notification thereof by the CUSTOMER.
In such situations, the CUSTOMER shall be able to perform banking operations by the other means made available by the BANK.

3.9 The INTERNET public network, as it has been previously described, is out of the BANK'S control which cannot be held responsible in the event the INTERNET public network is fraud, case deemed as a "force majeure" event.

3.10 The BANK has exclusive property rights on the software programs, the security devices and on the entire documentation, including the USER's MANUAL which is integrant part of this agreement, concerning **OBS** and made available to the CUSTOMER only during this agreement's validity.

3.11 The CUSTOMER shall not assign its rights to use this service to other persons without the BANK's prior written consent.

3.12 Through **OBS** the CUSTOMER can make all the categories of operations possible on the active accounts in **OBS**: transfers between own accounts, payments in lei (interbanking, intrabanking, at the budget), and payments in foreign currency (internally, externally and intrabanking), utility payments set up and liquidations of deposits, credit card funding etc. The specification of the operations available through the Internet Banking Service and the Mobile Banking Service is only for your information, as it can be modified at any time by the BANK.

3.13 The CUSTOMER authorizes the BANK to automatically grant his/hers access, with the rights set forth in the contract at point II from the Online Banking Service application – data about services for any new available operation added at the Online Banking Service subsequently to signing the contract.

Art.4. Operations ordered through OBS

4.1 The CUSTOMER may order through **OBS** all types of operations available under the conditions and limits provided in this Contract for the Online Banking Service.

4.2 The CUSTOMER expressively and irrevocably authorizes the BANK to make all the payments transmitted through **OBS** by the empowered USERS in the limits of their mandates.

4.3 A payment operation ordered through **OBS** is considered authorized if the instructions have been sent by using the identification elements mentioned at art. 3.2. And meet the provisions mentioned at art. 4.4. Their use represents the valid consent of the USER for the operation performance.

4.4 The BANK is not liable if it fails to execute the instructions given by USERS as a result of non-observance by the CUSTOMER of the conditions set forth in the Rules for Operating the Accounts. The operations ordered by **OBS** shall be performed by the BANK only to the extent in which the USER took all the steps

necessary for performing the operations, observed the legal provisions in force and the provisions of this contract and all the written instructions, both those from the forms of the ordered operations and those of the automatic messages displayed during the performance of operations.

4.5 Any instruction sent by the USER by **OBS** is deemed as received by the BANK only if after the confirmation of the transaction by the USER on the confirmation screen appears highlighted as "Accepted by the bank" and can be viewed in the list of debit operations from "Account Activity" menu. If one or more instructions sent by the USERS to the BANK are not reflected in the statement of the CUSTOMER's respective account, the CUSTOMER shall immediately contact the BANK in order to clarify the situation.

4.6 In case the available funds from the CUSTOMER's account cover only partially the ordered payment or the BANK takes notice of an error in the data filled in by the USER, the BANK shall refuse to perform the respective operation and the CUSTOMER shall be directly notified about such rejection in the **OBS** application, immediately after authorizing the operation.

4.7 The CUSTOMER undertakes:

a) to order payments only in compliance with the legal provisions in force and to submit all the information necessary to perform the operations;
b) to submit to the BANK all the justificatory documents (in original copies) provided by the law (pro forma invoice, invoice, NBR (National Bank of Romania) authorization, customs declaration, other documents) within 10 banking days as of ordering the payment;
c) to exactly observe the instructions provided by the USER'S MANUAL;
d) to entirely indemnify the BANK for any loss, fines, penalties or any other expenses borne as a result of beaching the legal provisions in force by making some payments ordered by the USERS or as a result of the non-complying with the BANK'S instructions;
e) to inform the BANK in writing, within 3 banking days, about any modification regarding the legal situation, including, without limitation to the change of name, change of domicile, enclosing to the respective notice the documents justifying the modifications.

If the CUSTOMER decides to modify the data from the Online Banking Service Contract including but without being limited to changing the persons entitled as USERS or of the granted rights shall fill in a new Online Banking Service Contract, with its related enclosures.

4.8 The BANK is entitled to suspend on an unlimited term the performance of any type of operation through **OBS** by the CUSTOMER if the latter does not fulfill the obligations mentioned present Contract.

4.9 The daily maximum amounts for transactions, regardless of their number, that can be performed through the Online Banking Service are present in the USER'S MANUAL

Art.5. Liabilities

5.1 The BANK shall execute the instructions sent by the USERS through **OBS** within the same terms established for the similar instructions submitted by the CUSTOMER to the BANK's cash desks.

5.2 Should the CUSTOMER consider itself prejudiced as a result of non-performance/inappropriate performance of a transaction ordered through **OBS** by the BANK, the former may contest it under the conditions set forth by the Rules for Operating the Accounts and by the General Business Terms.

5.3 The BANK shall not be held liable for the consequences of the performance of any fraudulent, false or incorrect instruction. Thus, the incurred damages, losses and/or costs shall be borne entirely by the CUSTOMER.

5.4 In any case, the BANK's responsibility shall be at the most extended to:

a) the value of the non-executed or inappropriately executed transaction and of the interests due for the period between the non-performance/inappropriate performance of the transaction and the re-establishing of the CUSTOMER's account position as it was before the non-performance/inappropriate performance of the transaction.
b) the sum necessary to re-establish the CUSTOMER's account position as it was before performance of the transaction unauthorized by the CUSTOMER.

5.5 The CUSTOMER shall bear the losses related to any unauthorized payment operation made as a result of a theft or loss of the security elements or in case the CUSTOMER did not safely keep the security elements mentioned at art. 3.2, until the BANK is duly notified. The losses incurred by the CUSTOMER shall not exceed 150 Euros or its equivalent in lei.

5.6 The CUSTOMER fully bears all the loses related to any unauthorized if these losses arise from a fraud or deliberate non-observance or from gross negligence:

- of the obligations undertaken regarding the safe keeping of the security elements,
- of the **OBS** use conditions or
- non-fulfillment of the obligation to immediately notify the BANK in case it is aware of the loss, theft, unlawful use of the security elements or any other unauthorized use of **OBS**.

In case the CUSTOMER did not act in a fraudulent manner or undeliberately breached the aforementioned obligations, its liability is limited to at most 50 Euros or its equivalent in lei on the date of making the unauthorized transaction.

5.7 The CUSTOMER shall not bear any financial loss arisen of the use of the stolen, lost or unlawfully used security elements, after the notification provided by art. 3.5, except for the case when the CUSTOMER acted fraudulently.

5.8 Art. 5.5 - 5.7 from above applies only in case of payments that are regulated by GEO no.113/2009, as they are defined by the Rules for Operating the Accounts.

5.9 The BANK provides to the CUSTOMER, at his/her request, a hardware SECURITY DEVICE, which remains in the BANK's property, the CUSTOMER being bound to return it in functional status upon Contract termination. The CUSTOMER is bound to pay the value of the device, according to the Commissions Tariff in effect, in case of not returning the device to the BANK upon the present CONTRACT termination, for any reason, and also in case of loss, theft, damage and/or replacement of the device.

Art.6. Financial Terms

6.1 During the **OBS** use, the CUSTOMER owes and shall pay to the BANK the IBS management fee and, respectively, if the MBS is active, MBS management fee as well as the commissions afferent to the operations made by the current account, set forth in the BANK's Commissions Tariff, which is an integrated part of this contract (Annex 1). The CUSTOMER authorizes the BANK to debit its current account with the equivalent value of the aforementioned commissions.

6.2 The CUSTOMER undertakes to pay the BANK a fee set forth in the Bank's Commissions Tariff in case of loss, theft, damage and/or replacement of hardware SECURITY DEVICE.

Art.7. Duration of OBS usage. Force Majeure

7.1 The CUSTOMER is entitled to use the OBS for an unlimited period of time as of signing the receipt confirmation of the documents mentioned at art. 2.2. The CUSTOMER may denounce this contract at any time, with a 15-day notice. In case the termination is made during the 12 months as of concluding the contract, the BANK may charge a termination commission agreed with the CUSTOMER.

7.2 The BANK may denounce this contract, without any justification or irrespective of the CUSTOMER's fault or fulfillment of any condition, with a two-month notice.

7.3 Moreover, should the CUSTOMER fail to fulfill his contractual obligations, the BANK is entitled to deactivate IBS or MBS or to deem this agreement as being fully terminated with no formal notice or any other prior formality.

7.4 Closing the CUSTOMER's current account open with the BANK, regardless of reason, would trigger, in all cases, the ceasing to use **OBS** and the termination of this contract with no other formality or notice.

7.5 The Force Majeure, as it is provided by the law and also including the frauding of the INTERNET network, lawfully suspends the using of **OBS** by the CUSTOMER during the existence of such a force majeure event. The party who makes use of the Force Majeure shall promptly notify the other party thereof in

writing within 3 days from the Force Majeure event occurrence. If the Force Majeure situation exceeds 30 days, any of the parties is entitled to terminate the present Contract.

Art.8. Clause of Confidentiality

8.1 The CUSTOMER/USERS undertakes not to disclose to any third party the security information regarding the Online Banking Service, the access system to this service, the passwords, authentication devices and any other identification elements.

8.2 The BANK shall keep confidential, shall not disclose, publish or divulge by any other means the information regarding the CUSTOMER's identification data and the performed operations using the Online Banking Service. The clause of confidentiality shall not be valid if:

a) the information is requested in compliance with the legal provisions in force;
b) the disclosure of information shall prevent the BANK from suffering an imminent loss;
c) the information is or becomes public without the BANK's involvement;
d) The CUSTOMER authorizes the BANK to disclose the information, inclusively through the account opening documents.

Art.9. Governing Law

9.1 The relationship between the BANK and the CUSTOMER is governed by the Romanian law according to this agreement terms and conditions.

9.2 The contractual obligations that arise from the execution of the operations ordered through **OBS** are to be performed at the BANK's headquarters where the CUSTOMER has opened its account. The effective date of any payment ordered by the CUSTOMER is the date when the BANK debits the CUSTOMER's account.

9.3 Both the BANK and the CUSTOMER shall take all efforts to amicably settle any disputes arisen of the fulfillment or non-fulfillment of the parties' mutual obligations. If the BANK and the CUSTOMER fail to settle the disputes amicably, by negotiation, then the litigations shall be subjected to the competent court to the jurisdiction of the competent court according to the law/under the Convention parties.

Art.10. Amendment of contract

10.1 This Contract, including its annexes, is to be modified by the parties' agreement. Any modification shall be proposed to the CUSTOMER with two months before the date proposed for enforcement. In case, until the date proposed for enforcement, the CUSTOMER did not notified the BANK in connection with its disapproval of the proposed modification, they are considered as accepted by the CUSTOMER and shall be therefore applied as of the proposed date.

10.2 In case the CUSTOMER does not agree with the proposed modifications, it must duly notify the BANK until the proposed date for the enforcement thereof.

Art.11. Other terms

11.1 Any notification or communication, request or claim forwarded under this contract shall be sent by the BANK in compliance with the legal provisions and depending on the CUSTOMER's option expressed in the current account application.

Any notification or communication, request or claim forwarded under this contract shall be sent by the CUSTOMER to the BANK, in writing, by a registered letter with confirmation of receipt, by fax or by electronic mail previously certified and accepted by the parties, to the addresses and/or fax numbers mentioned at the beginning of this Contract or to any address or fax numbers subsequently communicated.

The correspondence shall be considered as received by the recipient on the signing date, in case the transmission is made by registered letter with confirmation of receipt, on the date the fax machine generates a confirmation report in case the transmission is made by fax or on the date of sending the message in case of mail previous certified and agreed by the parties. Any correspondence received by the BANK in a non-business day or after 17:00 pm in a business day shall be considered as received in the following business day.

11.2 By signing this contract, the CUSTOMER authorizes the BANK (having the number of personal data operator – 601) to process its personal data, by observing the provisions of Law no. 677/2001 on the protection of individuals with regard to the processing of data and free circulation of such data.
The CUSTOMER has the right to access, to correct its personal data, right to oppose and to be informed by the BANK according to the aforementioned legislation.
The consent given hereby also concerns the BANK's right to transmit the CUSTOMER's personal data for processing to offices or agencies that provide services of data base organization (such as: the Credit Office S.A, Credit, Central Credit Register , etc.), to shareholders, companies affiliated to the BANK (insurance, leasing, brokerage companies, etc) to contracting third parties of the BANK (such as insurance companies, financial brokerage companies, etc.) as well as to any competent authority in order to fulfill the legal provisions.

11.3 The present Contract regarding the **OBS** usage are to be completed with the BANK's General Business Terms which settle the general frame that governs the relationships between the BANK and CUSTOMER and with the Rules for Operating the Accounts, the BANK's List of Fees, Signatures Sheet and the Current Account Application the CUSTOMER declares that has received, analyzed and accepted without reserve and that make the Contract concluded by the parties.

11.4 The CUSTOMER understands that the obligations undertaken in compliance with the provisions of the agreement concluded with the BANK for the **OBS** concern equally the USERS; therefore, it undertakes to send them all the terms and conditions regarding the **OBS** usage.
At the same time, the CUSTOMER understands that it is the only person liable towards the BANK, under the terms of this agreement, for any non-compliance of the USERS with this agreement's provisions regarding **OBS**.

11.5 The present Contract is concluded on the BANK premises, today ……., in 2 original copies, one copy for each party. In case it was drafted both in Romanian and English language, should any inconsistencies appear, the Romanian language version shall prevail.
This Contract enters into force on the day the CUSTOMER received all the connection data and/or any other similar proof of identity necessary for the authentication provisioned in art. 2.2 letter b), but not later than 90 days from the signing date of the present Contract. The BANK makes available for the CUSTOMER this Contract with all its annexes, whenever the CUSTOMER requests it.

BANK (name, signatures, stamp)	**CUSTOMER** (name, signature)
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.....	.....